

CCO FORM: RW22

Approved: 4/96 (RMH)

Revised: 02/10 (AR)

Modified:

ROUTE 71

COUNTY Jackson

JOB NO. J4I0766

PARCEL NO. 92

EXCESS NO. E4-0493

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SALES AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and _____ (hereinafter, "Purchaser").

WITNESSETH:

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and convey to the Purchaser a tract of land lying situated and being in the County of Jackson, State of Missouri, to wit:

A parcel of land, being all of Lots 2 through 6, except that part in the right-of-way for Missouri Highway No. 71, in "HEDGES HEIGHTS ADDITION", a subdivision of land in the Northwest 1/4 of Section 12, Township 47 North, Range 33 West, of the Fifth Principal Meridian in Kansas City, Jackson County, Missouri lying Easterly of the Easterly right-of-way line of Missouri Highway No. 71, as now established, and Northerly of the Northerly right-of-way line of the Kansas City Southern Railroad, as now established, said parcel being more particularly described as follows: (Note: The bearing system in the following description is based on Grid North, Missouri Coordinate System of 1983.) Commencing at the Northeast corner of said Lot 2, said point also being on the Northerly right-of-way line of the Kansas City Southern Railroad; thence North 84°51'11" West 34.40 feet, along the North line of said Lot 2, to the True Point of Beginning. Thence South 48°32'26" West 777.90 feet, along said Northerly right-of-way line, to a point on the Easterly right-of-way line of said Missouri Highway No. 71 as established by highway right-of-way plan sheet No. 59, for Route 470/435/71, revised 6/8/2005, MODOT Project No. J4I0766N, and being 201.00 feet left of centerline station 209+50.86; thence North 16°02'27" West 374.55 feet, along said Easterly right-of-way line, to a point 175.00 feet left of centerline station 206+00.00; thence North 12°18'46" West 226.46 feet, along said Easterly right-of-way line, to a point on the North line of said Lot 2, said point being 196.26 feet left of centerline station 203+88.21; thence South 84°51'11" East 737.74 feet, along the North line of said Lot 2, to the "point of beginning" of the tract herein described containing 211,265 square feet or 4.8500 acres, more or less.

WHEREAS, the Seller agrees to sell and convey the above-described property within ninety (90) days from the date hereof upon the prompt and full performance by the Purchaser.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) PURCHASE PRICE: _____ dollars (\$_____) will be paid to the Seller as follows:

(A) Ten Percent (10%) Earnest Money: The Purchaser hereby tenders to the Seller, at the signing of this Agreement, a sum equal to ten percent (10%) of the total purchase price as earnest money on the above-described property, dollars (\$_____). This earnest money deposit is to be forfeited in case of default in the payment of the total purchase price and any special terms of this Agreement, as set forth below.

(B) Balance of Payment: The Purchaser agrees to pay the balance of said consideration by a cashier's check or money order for this sale upon final approval of the Agreement by the Seller and delivery of the executed deed to the Purchaser within the above specified ninety (90) day period for completing this transaction. The balance to be paid by the Purchaser to the Seller is _____ dollars (\$_____). If the sale is not approved by the Seller and the transaction is not closed within this ninety (90) day time limit, the entire Agreement shall become null and void and the earnest money deposit heretofore made to the Seller shall be returned to the Purchaser.

(2) OUTDOOR ADVERTISING: The deed of conveyance shall contain a reservation prohibiting the construction, erection or maintenance of billboards or advertising signs other than signs advertising activities conducted on the property or services and products therein provided.

(3) ABUTTERS RIGHTS: The deed of conveyance will contain a reservation for limitation of access as follows:

This conveyance is made upon the express condition that Grantee, himself, his heirs, successors and assigns shall have no right of direct access from the land herein conveyed to the adjacent highway now known as Route 71 and its ramps, all such rights of direct access being reserved by Grantor.

(4) CONVEYANCE: Conveyance will be by quitclaim deed releasing any and

all interest the Seller has in the above-described property. It is incumbent upon purchasers to seek their own professional opinion as to the resulting state of the title. The Seller will not provide a commitment for title insurance, supplemental abstract or property survey. If the Purchaser desires to obtain a commitment for title insurance or a supplemental abstract, and if in so doing the Purchaser determines that the requirements for obtaining fee title are unsatisfactory, the Purchaser shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract. Purchaser will be responsible for payment of all fees associated with recording the conveyance documents.

(5) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the parties. Any change in this Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Purchaser and the Seller.

(6) SELLER (COMMISSION) REPRESENTATIVE: The Commission's district engineer is designated as the Seller's representative for the purpose of administering the provisions of this Agreement.

(7) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Purchaser shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(8) ASSIGNMENT: The Purchaser shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Seller.

(9) NONWAIVER: No delay or failure by either party to exercise or enforce any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

(10) EXTENSION OF CLOSING DATE: If both parties are in agreement, the time period for closing this transaction can be extended by attaching an "Addendum" specifying a new date for closing.

(11) APPROVAL OF COMMISSION: This sale is subject to the approval of the Commission and is not final until it has been approved by the Commission. Should the Commission, in its discretion, not approve this transaction, this contract shall be null and void and the Purchaser's earnest money deposit shall be returned to the Purchaser within ninety (90) days of the consideration of the Agreement by the Commission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the said parties herein have executed this Agreement on the
day of _____, 20_____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By _____

(Title)

PURCHASER:

By: _____

Address: _____

Telephone: _____

Date: _____